

SPECIAL ORDINANCE NO. S-05-18

AN ORDINANCE approving a contract with
T & F Construction Corp. of Indiana, for
EDA Project No. 06-51-26289, Resolution
No. 125-77.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

SECTION 1. That the contract dated December 14, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and T & F Construction Corp. of Indiana, for:

EDA Project No. 06-51-26289 Resolution No. 125-77

CENTRAL BUSINESS DISTRICT LIGHTING & SIGNAL MODERNIZATION.

for a total cost of \$1,545,964.44, to be paid out of the LPW RD II Fund Grant, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Samuel J. Talarico
Councilman

APPROVED AS TO FORM
AND LEGALITY.

CITY ATTORNEY

Read the first time in full and on motion by Solomon, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City-Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 12-27-77

Charles W. Winters
CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by Stier, and duly adopted, placed on its passage.

PASSED ~~(LOST)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	_____	_____	_____	<u>X</u>	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1/10/78

Charles W. Winters
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ ~~(SPECIAL)~~ ~~(APPROPRIATION)~~ ORDINANCE

~~(RESOLUTION)~~ No. S-05-78 on the 10th day of Jan., 1978
ATTEST: (SEAL)

Charles W. Winters
CITY CLERK

Samuel Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of Jan., 1978, at the hour of 3 o'clock P. M., E.S.T.

Charles W. Winters
CITY CLERK

Approved and signed by me this 11th day of January, 1978, at the hour of 6:00 o'clock P. M., E.S.T.

Robert Elmschong
MAYOR

Bill No. S-77-12-33

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with T & F Construction Corp. of Indiana, for

EDA Project No. 06-51-26289, Resolution No. 125-77

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

John Nuckols
Paul M. Burns
Winfield C. Moses Jr
Donald J. Schmidt
James S. Stier

OFFICE OF
BOARD OF PUBLIC WORKS



FORT WAYNE 2, INDIANA

B.O. 214-77

Date November 30, 1977 65-162-10

To CARL O'NEAL - St. Lighting Engr. Dept.

Subject St. Lighting Res. 125-77 C.B.D. area EDA Project 06-51-26289

Please tabulate bids and report.

Will award contract on Monday, December 12, 1977 at 9:00 a.m.

H. P. WEHREBERG
E. H. LAMAR
M. G SCOTT
BOARD OF PUBLIC WORKS

ajf



Signed _____

12-1-77

Reply: Attached is the certified bid analysis for the Central Business District Street Lighting and Traffic Signal Modernization. T & F Construction Corp. is the low bidder with a bid of \$1,545,964.44. This is \$21,248.56 or 1.36% under our engineers' estimate of \$1,567,213.00. Schmidt Electric Inc. and Kelso Burnett Co. (joint venture) is second low bidder with a bid of \$1,630,081.20, 3.85% over engineers' estimate. James H. Drew Corp. is the third low bidder with a bid of \$2,298,813.12, 31% over engineers' estimate.

T & F Construction's bid documents were all submitted and properly executed. Their minority Business Utilization Commitment indicates that they will expend \$226,970.00 on local minority business enterprises which exceeds the minimum of \$170,000.00 that the E.D.A. grant requires.

Therefore, I would recommend that this project be awarded to T. & F. Construction Corp. in the amount of \$1,545,964.44.

If the E.D.A. approves this contractor and the City Council would grant prior approval on Dec. 13, 1977, T & F Construction Corp. has advised that they could start construction on Dec. 19, 1977.

Respectfully submitted,

Signed _____

Carl E. O'Neal

Carl E. O'Neal, Street Lighting Administrator

SENDER: REMOVE & KEEP 3RD COPY - RECEIVER: ANSWER & KEEP 2ND COPY - RETURN 1ST COPY

CONTRACT

CITY OF FORT WAYNE, INDIANA

Contract No. _____

THIS CONTRACT, made the 11TH day of DECEMBER, 1977,
by and between T & F CONSTRUCTION CORP. OF INDIANA,

whose address is P. O. BOX 27, HAGERSTOWN, INDIANA 47346
hereinafter called the "Contractor", and the City of Fort Wayne, Allen
County, Indiana, a municipal corporation, acting by and through its
Board of Public Works, hereinafter called the "Owner",

WITNESSETH, that the Contractor and the Owner for the consideration
stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to
be performed and shall provide and furnish at its sole cost and expense
all the labor, tools, materials, expendible equipment, transportation
services, bonds and insurance required to perform and to complete in a
workmanlike manner all the work required for the construction of:

EDA PROJECT NO. 06-51-26289 RESOLUTION NO. 125-77

CENTRAL BUSINESS DISTRICT LIGHTING & SIGNAL MODERNIZATION

identified in these contractual documents as Contract No. _____,
all in strict accordance with the plans and specifications and other
contractual documents above mentioned which are hereby made a part of
this contract; and the Contractor shall do everything required by this
contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the
performance of the aforementioned work as set out in Article I hereof
the sum of ONE MILLION FIVE HUNDRED FORTY FIVE THOUSAND NINE HUNDRED SIXTY
in the manner hereinafter set out, FOUR AND 44/100 DOLLARS (\$ 1,545,964.44)

ARTICLE III, PAYMENTS TO CONTRACTOR

(a) Not later than the fifteenth (15th) day of each calendar month,
the Owner will make partial payment to the Contractor on the basis of a
duly certified approved estimate of the work performed during the
preceding calendar month by the Contractor, but the Owner will retain
ten (10) per cent of the amount of each estimate until final completion
and acceptance of all work covered by this contract.

(b) In preparing estimates, the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract,

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five (\$5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. Instructions to Bidders
3. Contractor's Bid
4. General Specifications and Conditions
5. Detailed Specifications and addendum
6. Construction Drawings
7. This Contract
8. Application for Cut Permits into Fort Wayne Streets, County Roads and State Highways.
9. Equal Employment Opportunity Affirmative Action Program
10. Copeland "Anti Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
11. Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
12. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
13. Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
14. Monthly Employment Utilization Report SR 257,

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI, COMPLETION DATE

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 540 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 25.00 for each consecutive calendar day thereafter as hereinafter provided in Section 19 of the General Conditions.

ARTICLE VII, PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (b) for all materials, tools, and other expendable equipment to the extent of ninety (90) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (c) to each of his subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor, on account of the work performed by his subcontractor, to the extent of each such subcontractor's interest therein.

ARTICLE VIII, UNIT PRICES

In the event the Owner shall require the Contractor to do additional work or in the event deductions are made from the work required or in the event adjustments shall be necessary, the contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out in Contractor's Bid, which by reference is made a part hereof as if fully set out herein, as aforesaid.

ARTICLE IX, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workmen's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE X, APPROVAL OF CONTRACT (If Applicable)

This Contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne and EDA.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

ARTICLE XI, EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment; notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set
our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Executive
Secretary & Clerk of the Board

ATTEST:

V. L. Miller
Secretary of Corporation
V. L. Miller.

Approved as to form and legality:

Henry J. B. Miller
City Attorney

CONTRACTOR:

T & F CONSTRUCTION CORP. OF INDIANA

J. L. Taber
J. L. Taber President.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

T & F Construction Corp. of Indiana

(Name of Contractor)

P. O. Box 27 Rte 38 West & County Line Rd., Hagerstown, Indiana 47346

(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Fidelity and Deposit Company of Maryland

(Name of Surety)

Baltimore, Maryland

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of FortWayne, Indiana

(Name of owner)

(of owner)

Board of Public Works, One Main Street, FortWayne, Indiana 46802

(Address of Owner)

hereinafter called Owner, in the penal sum of One Million Five Hundred Forty Five

Thousand Nine Hundred Sixty Four and 44/100 - - - Dollars, \$ (1,545,964.44)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 14th day of December, 1977, a copy of which is hereto attached and made a part hereof for the construction of:
EPA Project 06-51-26289 Resolution No. 125-77

Central Business District Lighting & Signal Modernization

City of FortWayne, Indiana

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

USCOMM-DC 55639-P72

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 14th day of December 1977.

ATTEST:

V.L. Miller
(Principal) Secretary-Treasurer
(SEAL) V. L. Miller

R.H. Grader Vice Pres.
Witness as to Principal
R. H. Grader
P. O. Box 27
(Address)
Hagerstown, Indiana 47346

ATTEST:

(Surety) Secretary

(SEAL)

Clara L. Day
Witness as to Surety
2700 E. Southern Ave.
(Address)
Indianapolis, IN 46244

T & F Construction Corp. of Indiana
Principal

By J.L. Taber President
J. L. Taber
P. O. Box 27
(Address)
Hagerstown, Indiana 47346

Fidelity and Deposit Co. of Maryland
Surety

Jan L. Jacobs
Attorney-in-Fact
Jan L. Jacobs

P. O. Box 44049
(Address)
Indianapolis, Indiana 46244

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 370 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

T & F Construction Corp. of Indiana

(Name of Contractor)

P. O. Box 27 Rte 38 West & County Line Rd., Hagerstown, Indiana 47346

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)and Fidelity and Deposit Company of Maryland

(Name of Surety)

Baltimore, Maryland

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of FortWayne, Indiana

(Name of Owner)

Board of Public Works, One Main Street, FortWayne, Indiana 46802

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, \$(1,545,964.44)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 11th day of December, 1977, a copy of which is hereto attached and made a part hereof for the construction of:

EDA Project 06-51-26289 Resolution No. 125-77Central Business District Lighting & Signal ModernizationCity of FortWayne, Indiana

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 14th day of December, 1977.

ATTEST:

V. L. Miller
(Principal) Secretary-Treasurer
V. L. Miller

(SEAL)

R. H. Grader Vice President
(Witness as to Principal)
R. H. Grader
P. O. Box 27
(Address)

Hagerstown, Indiana 47346

ATTEST:

(Surety) Secretary

(SEAL)

Clara L. Day
Witness as to Surety

2700 E. Southern Ave.
(Address)

Indianapolis, IN 46203

T & F Construction Corp. of Indiana
Principal

By J. L. Taber President (S)
J. L. Taber

P. O. Box 27
(Address)

Hagerstown, Indiana 47346

Fidelity and Deposit Co. of Maryland
Surety

By Jan L. Jacobs
Attorney-in-Fact
Jan L. Jacobs

P. O. Box 44049
(Address)

Indianapolis, Indiana 46244

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located. This instrument is void in any state not so listed.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Jan L. Jacobs, William E. Frick, Jr., Steven E. Wolf and Michael T. McFarren, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jan L. Jacobs, etal, dated June 22, 1976.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of February, A.D. 1977.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C. W. Robbins
Assistant Secretary

By

Michael T. McFarren
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

} ss:

On this 14th day of February, A.D. 1977, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Melinda T. Hays
Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 14th day of December, 1977.

W. E. Frick, Jr.
Assistant Secretary

3915

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - STREET LIGHTING RESOL.#125-77, C.B.D.- T & F CONST

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-77-12-33

SYNOPSIS OF ORDINANCE STREET LIGHTING RESOLUTION NO. 125-77, C. B. D. WITH T & F CONSTRUCTION

CORPORATION, CONTRACTOR, IN THE AMOUNT OF \$1,545,964.44 FOR INSTALLING STREET LIGHTING AND

SIGNALIZATION OF THE CENTRAL BUSINESS DISTRICT.

(CONTRACT ATTACHED)

(PRIOR APPROVAL REQUESTED ON DECEMBER 13, 1977)

EFFECT OF PASSAGE INSTALLATION OF STREET LIGHTING AND SIGNALIZATION OF CENTRAL BUSINESS DISTRICT

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH STREET LIGHTING AND SIGNALIZATION

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$1,545,964.44 TO BE PAID OUT OF LPW RD II

FUND GRANT OF \$1,700,000.00 WHICH WILL PAY FOR PROJECT AND INSPECTION AND ENGINEERING COSTS

ASSIGNED TO COMMITTEE _____

EP

Public Works